

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**WAH SING (US) TRADING )  
LIMITED, LLC D/B/A EASYBIT, )**

**Plaintiff,**

**DEDRIC DUNCAN,**

**Defendant.**

**Civil Action No. 1:16-cv-0504**

**ANSWER, DEFENSES AND COUNTERCLAIM OF DEFENDANT DEDRIC  
DUNCAN TO PLAINTIFF WAH SING (US) TRADING, LLC'S  
COMPLAINT**

Comes now, Defendant Dedric Duncan and file this his Answer, Defenses and Counterclaim to Plaintiff Wah Sing (US) Trading, LLC's Complaint. In support thereof, Defendant states the following:

**FIRST DEFENSE**

The Complaint fails to state a claim against Defendant upon which relief may be granted.

**SECOND DEFENSE**

Defendant pleads the defense of accord and satisfaction.

**THIRD DEFENSE**

Defendant raises the doctrine of abstention as this matter should be heard in Alabama as Alabama law applies.

**FOURTH DEFENSE**

Defendant pleads the defenses under O. C. G. A. 13-1-10.

**FIFTH DEFENSE**

Defendant pleads estoppel as a defense.

**SIXTH DEFENSE**

Defendant pleads waiver as a defense.

**SEVENTH DEFENSE**

Defendant pleads bad faith, suppression, deceit and misrepresentation on the part of Plaintiff as a defense in this matter.

**EIGHTH DEFENSE**

Defendant pleads the truth as a defense in this matter.

**NINTH DEFENSE**

Defendant pleads the defenses under O.C.G.A. 13-3-5 as a defense in this matter.

**TENTH DEFENSE**

Defendant pleads lack of personal jurisdiction.

**ELEVENTH DEFENSE**

Defendant raises the doctrine of *forum non conveniens*

**THIRTEENTH DEFENSE**

Defendant pleads the defense of unclean hands on the part of Plaintiff.

**FOURTEENTH DEFENSE**

Defendant pleads the defense of laches.

**FIFTEENTH DEFENSE**

Defendant alleges Plaintiff does not have standing to bring this instant action.

**SIXTEENTH DEFENSE**

Defendant reserves the right to plead any other defense as discovery is ongoing.

As to the enumerated paragraphs of the Plaintiff's Complaint, the Defendant responds as follows:

1. Defendant denies.
2. Defendant is without sufficient information to either admit or deny statements contained within this paragraph and thus the same are hereby denied.
3. Defendant admits the statements contained within this paragraph.
4. Defendant denies.
5. Defendant admits the statements contained within this paragraph.
6. Defendant admits the statements contained within this paragraph.
7. Defendant admits only that EasyBit is a Bitcoin ATM company and Defendant is without sufficient information to either admit or deny the other statements contained within this paragraph and thus the same are hereby denied.
8. Defendant is without sufficient information to either admit or deny statements contained within this paragraph and thus the same are hereby denied.
9. Defendant is without sufficient information to either admit or deny statements contained within this paragraph and thus the same are hereby denied.
10. Upon information and belief, Defendant admits the statements contained within this paragraph.
11. Upon information and belief, Defendant admits the statements contained within this paragraph.
12. Defendant denies the statements contained within this paragraph and demands strict proof thereof.
13. Defendant denies the statements contained within this paragraph and

demands strict proof thereof.

14. Defendant denies executing the Employment Agreement, but admits he assisted with placement and operations of Bitcoin ATM's.
15. Upon information and belief, Defendant admits the statements contained within this paragraph.
16. Defendant admits.
17. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
18. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
19. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
20. Defendant admits all but the last sentence of this paragraph which is hereby denied.
21. Defendant denies the statements in this paragraph. Thus, he demands strict proof for those denied.
22. Defendant admits only that EasyBit hired Jonathan Giger, but Defendant is without sufficient information to either admit or deny statements contained within this paragraph and thus the same are hereby denied.
23. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
24. Defendant denies the statements contained in this paragraphs and

demands strict proof thereof.

24. Defendant admits some statements in this paragraph, but denies others. For those denied, Defendant demands strict proof thereof.
25. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
26. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
27. Defendant is without sufficient information to either admit or deny other statements contained within this paragraph. Therefore, he demands strict proof thereof.
28. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
29. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
30. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
31. Defendant reincorporates his answers and defenses above.
32. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
33. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
34. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
35. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.

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65. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
66. Defendant reincorporates his answers and defenses above.
67. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
68. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.
69. Defendant reincorporates his answers and defenses above.
70. Defendant denies the statements contained in this paragraphs and demands strict proof thereof.

### **COUNTERCLAIM FOR DECLARATORY JUDGMENT**

1.

Defendant hereby realleges all the admitted facts from the Plaintiff's complaint.

2.

This Court has subject matter jurisdiction over this compulsory counterclaim and personal jurisdiction over the Plaintiff as it has submitted itself to this Court's jurisdiction by bringing this claim. However, under the doctrine of *forum non conveniens* this matter should be heard in the state or federal courts of Alabama.

3.

Venue will be alleged here without waiving any objections or defenses to the



same.

4.

Defendant never executed the Agreement set forth as Exhibit “A” to the Plaintiff’s complaint. The parties hereto were in the process of negotiating such an Agreement, but it was never signed, electronically or otherwise by the Defendant.

5.

Even assuming arguendo that it was signed by the Defendant, Defendant contends it should be interpreted under Alabama law.

6.

With Plaintiff’s troubling allegations, Defendant seeks a declaratory judgment either pursuant to O.C.G.A. §9-4-1, *et seq.* or 28 U.S.C. § 2201(a).

7.

Defendant seeks a declaration as to his rights, obligations and legal relations between himself and the Plaintiff as to:

- A. His rights and obligations under the alleged Employment Contract;
- B. His rights and obligations as to his future relationships with present and former EasyBit customers;
- C. The ownership of EasyBit Alabama, LLC.

8.

Among other reasons such a declaratory judgment is appropriate to relieve Defendant as to any insecurity as to its future and/or proposed actions.

**WHEREFORE**, Defendant prays:

- a) the Complaint filed by Plaintiff be dismissed with prejudice;

- b) that the Court issues a declaratory judgment that the Employment Contract is null and void or alternatively unenforceable;
- c) a declaratory judgment that the Plaintiff has no rights to EasyBit Alabama, LLC and the Defendant owns all interests in EasyBit Alabama, LLC;
- d) that Defendant have a trial by jury as to all appropriate issues;
- e) that Defendant recover its reasonable expenses and attorney's fees;
- f) and the costs of this action be assessed against the Plaintiff.

This 18<sup>th</sup> day of March, 2016.

/s/ Michael J. Lober

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**CERTIFICATE OF COMPLIANCE**

As required by Local Rule 7.1D, I hereby certify that this pleading has been prepared in Times New Roman 14-point font, one of the font and point selections approved by this Court in Local Rule 5.1B.

\_\_\_\_\_  
s/ Michael J. Lober  
Attorney for Defendant

**CERTIFICATE OF SERVICE**

This is to certify that I have served opposing counsel with a copy of the within and foregoing DEFENDANT’S ANSWER, DEFENSES and COUNTERCLAIM with the Clerk of Court using CM/ECF system which will send notification of such filing to all attorneys of record.

This 18<sup>th</sup> day of March, 2016.

/s/ Michael J. Lober

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